

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

TERRELL TIMMERMANN FARMS, LP,

AND

COUPLAND MUNICIPAL UTILITY DISTRICT NO. 1

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this “Agreement”) is by **Williamson County, Texas**, a Texas political subdivision (the “County”) and **Terrell Timmermann Farms, LP**, a Texas limited partnership (“Owner”). Subsequent to its creation, **Coupland Municipal Utility District No. 1**, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code as contemplated by this Agreement (the “District”), will become a party to this Agreement. The County, the Owner and the District are sometimes referred to individually herein as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Owner owns or has under contract to purchase approximately 281.371 acres of land located within the boundaries of the County (the “Land”); and

WHEREAS, the Land is more particularly described by metes and bounds and map depiction on the attached **Exhibit A**; and

WHEREAS, the Owner intends that the Land will be developed in phases as a master-planned, residential community that will include park and recreational facilities to serve the Land; and

WHEREAS, the Owner and the County wish to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the County and the Land; and

WHEREAS, the Owner has proposed to create the District over the Land pursuant to legislation to be filed with the Texas Legislature or an application to be filed with the Texas Commission on Environmental Quality (the “TCEQ”), whichever the case may be, and has requested the County’s consent to the creation of the District; and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, and financing, water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements as authorized by the Texas Constitution and Texas Water Code to serve the area within the District (collectively, the “District Improvements”); and

WHEREAS, construction of the District Improvements will occur in phases, as determined by the District and the Owner, and in accordance with this Agreement; the applicable regulations of the County; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the “Applicable Regulations”); and

WHEREAS, the Owner intends that the Reimbursable Costs (as defined in **ARTICLE I** below) of the District Improvements will be paid from the net proceeds of

Bonds issued by the District in accordance with this Agreement, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General's Office, as amended; and

WHEREAS, the Owner entered into a consent agreement with the City of Coupland in January 2023 for the creation of the District; and

WHEREAS, if the County requires additional right-of-way along State Highway 95 beyond the 45 feet of dedicated right-of-way provided by the Owner pursuant to this Agreement, the Owner will work with the County in acquiring that additional right-of-way through a voluntary purchase by the County; and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54, Texas Water Code, as amended; and Chapter 791, Texas Government Code, as amended; and

WHEREAS, the County is a political subdivision of the State of Texas and the County has the authority to enter into this Agreement including, but not limited to, the consent to the District's creation and issuance of debt to finance District Improvements, including roadways and related drainage;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. In addition to the terms defined elsewhere in this Agreement or in the County's regulations, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the County's rules and regulations in effect as of the date of County's execution of this Agreement, including the County's Long Range Transportation Plan ("LRTP"), as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any amendments, approvals, variances, waivers, and exceptions to such rules that are approved by the County; (iii) any applicable interlocal agreement to which the County is a party; and (iv) any additional restrictions or regulations agreed to by Owner in writing.

Agreement means this Consent and Development Agreement.

Bonds means bonds, notes, or other obligations or indebtedness issued or incurred by the District under the District's borrowing power.

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Williamson County, Texas.

District means the Municipal Utility District identified herein-above, a political subdivision of the State of Texas to be created over the Land, with the consent of the County, as provided in this Agreement.

District Improvements means the water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements, as authorized by the Texas Constitution and Texas Water Code, to serve the District.

Land means approximately 281.371 acres of land located in Williamson County, Texas, as described by metes and bounds on Exhibit A.

LRTP means the Williamson County Long Range Transportation Plan as adopted and as may be amended by the Williamson County Commissioners Court.

Owner means the owner of the Land identified herein-above, its company or its successors and assigns under this Agreement.

Provisional Acceptance means the County accepting a roadway after the completion of construction and approval by the County for traffic operations only, but not for maintenance.

Reimbursable Costs means all costs of the District Improvements (including land and easements costs), and all other costs eligible for reimbursement by a municipal utility district under the laws of the State of Texas, that are eligible for reimbursement from the net proceeds of Bonds.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52, Article XVI, Section 59 of the Texas Constitution, as amended, or Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature or by Texas law.

Subdivision Roads means all roads within the Land, regardless of size or functional classification, that are not identified as LRTP Arterials or Corridor Projects within the LRTP. Subdivision Roads include, but are not limited to the pavement structure (including but not limited to HMA or concrete surface, base material, subgrade material, geogrid, pavement striping, curbs, gutters, and shoulders), any stormwater conveyance devices (including but not limited to culverts, ditches, channels, storm drains, and inlets), structural components (including but not limited to bridges, bridge-class culverts, and retaining walls), water quality and detention devices, vegetation control, and any improvements in aid of roads.

ARTICLE II

CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

Section 2.01. Consent to Creation of District. The County acknowledges receipt of the Owner's request for the County's support for, and consent to, creation of the District over the Land. The County agrees that this Agreement will constitute and

evidence the County's consent to the creation of the District and that no further action will be required on the part of the County related to the creation of the District. Within 10 business days after the County's execution of this Agreement, the County shall withdraw its request for a contested case hearing and withdraw as a party from the TCEQ proceeding captioned *Petition by Terrell Timmermann Farms, LP for the creation of Coupland Municipal Utility District No. 1 of Williamson County*, TCEQ Docket 2024-0137-DIS ("TCEQ Proceeding"). Failure of the County to withdraw from the TCEQ Proceeding in accordance with this paragraph renders this Agreement null and of no further force or effect.

Section 2.02. District Execution of Agreement. The Owner shall cause the District to approve, execute, and deliver to the County this Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting. If the District fails to do so within such 30-day period, then after notice and opportunity to cure pursuant to Section 5.04, this Agreement shall be null and of no further force and effect, and the County shall be deemed to have not consented to creation of the District. Similarly, if creation of the District is not approved by the Texas Legislature or the TCEQ, whichever the case may be, this Agreement shall be null and of no further force and effect.

Section 2.03. District Bonds. If the Owner or the District fail to comply with the terms and conditions of this Agreement after notice and opportunity to cure pursuant to Section 5.04, such failure shall operate to prohibit the District from taking any actions to issue Bonds until the failure has been cured. The County shall have the right to enjoin the issuance of Bonds during any period in which a material breach of the terms and conditions of this Agreement exists.

Section 2.04. Reimbursement Agreements. If the Owner or the District fail to comply with the terms and conditions of this Agreement after notice and opportunity to cure pursuant to Section 5.04 and prior to execution of any reimbursement agreements by the Owner and District, such failure shall operate to prohibit the Owner of the Land from entering into any reimbursement agreements with the District until the failure has been cured. The County shall have the right to enjoin the execution of such reimbursement agreements during any period in which a material breach of the terms and conditions of this Agreement exists.

ARTICLE III ROADWAY IMPROVEMENTS

Section 3.01. Right of Way Dedications.

(a) LRTP Corridor Project Dedication. The County has adopted a LRTP which provides for the planning and future construction of certain road corridors within the County ("Corridor Project"). The Owner will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to County, at no cost to the County, 100% of the right-of-way required for any roads which are shown within and/or adjacent to the boundaries of the Land as Corridor Projects in the LRTP, as depicted in **Exhibit B**, within either 30 days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within

or adjacent to the Land.

(b) L RTP Arterial(s) Dedication. The Owner will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way required for any roads which are shown within and/or adjacent to the boundaries of the Land as arterial roadways in the L RTP ("L RTP Arterial(s)"), as depicted in **Exhibit B**.

(c) Re-alignment of CR 453. The Parties further agree that the Owner will realign County Road 453 and dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way required for the re-alignment of CR 453 within the Land, as depicted in **Exhibit B**. Upon completion of the re-alignment by the Owner and acceptance of the improvements by the County, the County will follow the required legal procedures to abandon the portion of existing County Road 453 identified as "Right-of-Way to be Abandoned" in **Exhibit B**. Pursuant to Section 251.058(b)(4) of the Texas Transportation Code, any public utility or common carrier that has the right of eminent domain that is using the Right-of-Way to be Abandoned for a right-of-way or easement purpose, title to the property conveyed herein is subject to the applicable right-of-way or easement and the continued use by the public utility or common carrier of utility infrastructure in existence on the date this order is signed, and any required adjustment shall be at no cost to County.

(d) Right of Way Reimbursements. The Owner reserves the right to seek reimbursement for any such right-of-way dedications from the District in accordance with the laws of the State of Texas. The Parties acknowledge that the final location of any Corridor Project and/or L RTP Arterial(s) right-of-way may be subject to minor changes from those shown on **Exhibit B**. Owner shall have no obligation to convey any lands to the County not located within or adjacent to the Land.

Section 3.02. Road Construction. Except in cases when the Owner or District constructs a portion of a Corridor Project to serve the District pursuant to the Applicable Rules, the County agrees that it or another governmental entity, not including the District, will be responsible for the design and construction of any Corridor Project and paying the cost for same. The actual construction date of any Corridor Project is at this time undetermined and dependent upon the success of future County or City road bond elections. The construction of all Subdivision Roads shall be the responsibility of the Owner or the District and shall be constructed pursuant to the then existing Williamson County Subdivision Regulations and any other Applicable Rules. The Owner shall be entitled to reimbursement for expenses of such Subdivision Roads from the District, as allowed by the laws of the State of Texas.

Section 3.03. Road Maintenance. The County will not ever accept the Subdivision Roads for maintenance and the Owner and District acknowledge and agree that the District shall be solely responsible for all maintenance, repair and/or reconstruction of Subdivision Roads, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items. The Owner hereby acknowledges and agrees that it shall cause the District creation to include the powers and authority necessary to maintain, repair and or reconstruct such Subdivision Roads.

The District shall not be responsible for maintenance of any roads other than Subdivision Roads.

ARTICLE IV AUTHORITY TO ISSUE BONDS AND DEVELOPMENT OF LAND

Section 4.01. Authority to Issue Bonds. The District may issue Bonds only as authorized by the laws of the State of Texas. The District may provide reimbursements for expenditures authorized by the laws of the State of Texas (including creation expenses, operating advances, facilities design and construction for water, sewer, drainage, and park and recreational facilities, and expenditures for roads and improvements in aid of roads).

Section 4.02. Uniform and Continued Development. The Parties intend that this Agreement provides for the uniform review and approval of plats and development plans for the Land; and provide other terms and consideration. Accordingly, the portion of the Land within the County will be developed and the infrastructure required for such portion of the Land will be designed and constructed in accordance with the Applicable Rules and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Owner has vested authority to develop the portion of the Land located in the County in accordance with the Applicable Rules in effect as of the date of the County's execution of this Agreement. Applicable Rules or changes or modifications to the Applicable Rules adopted after the date of County's execution of this Agreement will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

Section 4.03. Additional Land. Any land located in Williamson County, Texas that is added to the District in addition to the Land described in **Exhibit A**, whether by annexation or any other means, shall be considered part of the Land and subject to the terms and conditions of this Agreement; provided, however, such additional land shall be excepted from the vesting rights set out in Section 4.02 and shall be developed in accordance the Applicable Rules in effect on the date a complete plat application or development permit is filed with the County for the specific portion of the additional land that is sought to be developed.

Section 4.04. Manufactured Home for District Elections. One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, and bond elections. The manufactured home permitted by this Agreement will not require any permit or other approval by the County and will be promptly removed when no longer needed.

ARTICLE V TERM, ASSIGNMENT, AND REMEDIES

Section 5.01. Term. The term of this Agreement shall commence following the County and Owner's execution hereinbelow and shall continue until the District is

dissolved in accordance with the laws of the State of Texas or until this Agreement terminates by its terms, whichever is sooner.

Section 5.02. Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County, the Owner and following creation of the District, the District. This Agreement may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the County, the owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District. After full-build out of the Land and issuance of all Bonds by the District for reimbursement of Owner's eligible costs, this Agreement may be terminated or amended at any time by the mutual written consent of the County and the District.

Section 5.03. Assignment.

(a) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, with the County's written consent, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the County.

(b) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land.

Section 5.04. Remedies.

(a) If the County defaults under this Agreement, the Owner or the District may give notice setting forth the event of default ("Notice") to the County. If the County fails to cure any default that can be cured by the payment of money ("Monetary Default") within 45 days from the date the County receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owner or the District may enforce this Agreement by a writ of mandamus from a Williamson County District Court or terminate this Agreement; however, any such remedy will not revoke the County's consent to the creation of the District.

(b) If the Owner or the District defaults under this Agreement, the County may give Notice to the defaulting party. If the Owner or the District fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the County may enforce this Agreement by injunctive relief against the defaulting party from a Williamson County District Court or terminate this Agreement and, in the event the County terminates this Agreement, the County may take any actions necessary to revoke its consent to the creation of the District.

(c) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.01. **Notice.** Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

County:	Williamson County Attn: County Judge 710 Main Street, Ste. 101 Georgetown, Texas 78628
Owner:	At the address set forth under Owner’s execution below
District:	At the address set forth under District’s execution below

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days’ written notice to the other party.

Section 6.02. **Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 6.03. **Waiver.** Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 6.04. **Applicable Law and Venue.** The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

Section 6.05. **Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 6.06. Exhibits, Headings, Construction, and Counterparts.

All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 6.07. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 6.08. Authority for Execution. The County certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with state law. The Owner and District hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Owner and District.

Section 6.09 Force Majeure. If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term “*force majeure*” means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 6.10. Interpretation. As used in this Agreement, the term “including” means “including without limitation” and the term “days” means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 6.11. **No Third-Party Beneficiary.** This Agreement is solely for the benefit of the Parties, and neither the County, the District, nor the Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the County, the District, and the Owner (and any permitted assignee of the Owner).

Section 6.12. **Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A - Metes and Bounds Description and Map of the Land

Exhibit B - LRTP Corridor Project and/or Arterial Locations

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

(Signatures on the following pages.)

**WILLIAMSON COUNTY, TEXAS
(COUNTY)**

By: _____

Name: _____

Title: As Presiding Officer of the Williamson
County Commissioners Court

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

 This instrument was acknowledged before me on _____, 20____, by_
_____, as Presiding Officer of the Williamson County
Commissioners Court, on behalf of said County.

Notary Public Signature

(Seal)

OWNER:

**TERRELL TIMMERMAN FARM, LP,
a Texas limited partnership**

By: Timmermann GP, LLC,
a Texas limited liability company,
its general partner

By: Barth Timmermann
Name: Barth Timmermann
Title: Manager

Date: 3/27/25

Address for Notice:

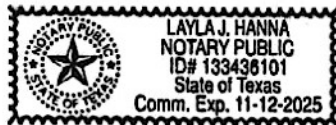
Terrell Timmermann Farms, LP
Attn: Barth Timmermann
501 Vale Street
Austin, Texas 78746

THE STATE OF Texas
COUNTY OF Travis

§
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§

This instrument was acknowledged before me on the 27th day of March, 2025, by Barth Timmermann as Manager of Timmermann GP, LLC, a Texas limited liability company, the general partner of Terrell Timmermann Farms, LP, a Texas limited partnership, on behalf of Owner.

(SEAL)



[Signature]
Notary Public Signature

**COUPLAND MUNICIPAL UTILITY
DISTRICT NO. 1 OF WILLIAMSON
COUTNY _____**

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice:

c/o Sanford Kuhl Hagan Kugle Parker Kahn,
LLP

Attn: Joshua Kahn

1330 Post Oak Boulevard, Suite 2650

Houston, Texas 77056

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____,
_____, by _____, President of the Board of
Directors of Coupland Municipal Utility District No. 1 of Williamson County, on behalf of
said District.

(SEAL)

Notary Public Signature

EXHIBIT A

Metes and Bounds Description
and
Map of the Land

[attached]

METES AND BOUNDS DESCRIPTION

FOR A 240.68 ACRE TRACT OF LAND SITUATED IN THE C.E.P.I. & M. SURVEY, ABSTRACT NO. 153 AND THE JACOB RINEHARD SURVEY, ABSTRACT NO. 538, WILLIAMSON COUNTY, TEXAS, AND BEING A PART OF THE CALLED 137.719 ACRE TRACT OF LAND (TRACT FOUR), SAID 137.719 ACRE TRACT OF LAND BEING DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 2011088026, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE CALLED 65.804 ACRE TRACT OF LAND (TRACT FIVE), SAID 65.804 ACRE TRACT OF LAND BEING COMPRISED OF THE CALLED 24.287 ACRE TRACT OF LAND (TRACT 1) AND THE CALLED 41.517 ACRE TRACT OF LAND (TRACT 2) DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 2012084053, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE NORTH REMNANT PORTION OF THE CALLED 112.641 ACRE TRACT OF LAND (TRACT ELEVEN), SAVE AND EXCEPT 10.00 ACRE TRACT OF LAND, SAID 112.641 ACRE TRACT AND 10.00 ACRE SAVE AND EXCEPT TRACT BEING DESCRIBED BY METES AND BOUNDS IN VOLUME 1839, PAGE 291, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACTS FOUR, FIVE AND ELEVEN CONVEYED TO TERRELL TIMMERMAN FARM, LP, RECORDED IN DOCUMENT NO. 2017102681, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING PORTIONS OF THE RIGHT-OF-WAY OF M.K. & T RAILROAD AND COUNTY ROAD 453. SAID 240.68 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a iron stake found on the northeast corner of said 65.804 Terrell Timmermann Farms tract, same being on the northeast corner of said 24.287 acre Tract 1, same being on an interior ell corner of the remnant portion of the called 737.5 acre tract of land conveyed to Battleground Creek, LLC, recorded in Document No. 2017009684, Official Public Records of Williamson County, Texas, said 737.5 acre tract of land being described by metes and bounds in Volume 481, Page 512, Deed Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, with the east boundary line of said 65.804 acre Terrell Timmermann Farms tract, same being with the west boundary line of said remnant portion of the called 737.5 acre Battleground Creek tract, in part with the east boundary line of said 24.287 acre Tract 1, and in part with the east boundary line of said 41.517 acre Tract 2, the following two (2) courses and distances:

1. **S 07°18'53" W** for a distance of **729.97 feet** to a 60D nail found in fence post on the southeast corner of said 24.287 acre Tract 1, same being on the northeast corner of said 41.517 acre Tract 2, for an angle point hereof;
2. **S 07°19'39" W** for a distance of **2504.83 feet** to an iron rod found with cap marked "RPLS 4249" on the south corner of said 65.804 acre Terrell Timmermann Farms tract, same being on the south corner of said 41.517 acre Tract 2, same being on an angle point in said west boundary line of the remnant portion of the called 737.5

acre Battleground Creek tract, same being on a point in the east right-of-way line of said M.K. & T. Railroad (100' right-of-way width), for an angle point hereof;

THENCE, **S 68°39'37" W** through the interior of said M.K. & T. Railroad right-of-way, for a distance of **100.00 feet** to a calculated point on the west right-of-way line of said M.K. & T. Railroad, same being on the east boundary line of said 137.719 acre Terrell Timmermann Farms tract, for an angle point hereof;

THENCE, **S 21°20'23" E** with said east boundary line of the called 137.719 acre Terrell Timmermann Farms tract, same being with said west right-of-way line of M.K. & T. Railroad, for a distance of **184.13 feet** to an iron rod found with cap marked "RPLS 4249", on an angle point in said east boundary line of the called 137.719 acre Terrell Timmermann Farms tract, for an angle point hereof;

THENCE, **S 07°13'03" W** continuing with said east boundary line of the called 137.719 acre Terrell Timmermann Farms tract, in part with the west boundary line of the called 7.06 acre tract of land conveyed to Amy Dobbs and Salvador Hiracheta, recorded in Document No. 2015014867, Official Public Records of Williamson County, Texas, for a distance of **991.81 feet** to a 1/2" iron rod found on the southeast corner of said 137.719 acre Terrell Timmermann Farms tract, same being on the southwest corner of said 7.06 acre Dobbs/Hiracheta tract, same being on the north right-of-way line of said County Road 453 (right-of-way width varies), for the most easterly southeast corner hereof;

THENCE, **N 82°39'27" W** with the south boundary line of the said 137.719 acre Terrell Timmermann Farms tract, same being with said north right-of-way line of County Road 453, for a distance of **1247.08 feet** to a calculated point, for an angle point hereof;

THENCE, **S 07°21'49" W** through the interior of said County Road 453, for a distance of **48.76 feet** to a 1-1/4" iron pipe found on the northeast corner of said north remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, same being on the northwest corner of the remnant portion of the called 100 acre tract of land conveyed to Darlene Kaye Konarik, recorded in Document No. 9639809, Official Records of Williamson County, Texas, same being on the south right-of-way line of said County Road 453,

THENCE, **S 07°21'49" W** with common boundary line of the said north remnant portion of the called 112.641 acre Terrell Timmermann Farms tract and said remnant portion of the called 100 acre Konarik tract, for a distance of **465.42 feet** to an iron rod found with cap marked "BRYAN TECH SERVICES" on the southwest corner of said remnant portion of the called 100 acre Konarik tract, same being on the most westerly northwest corner of the called 37.269 acre tract of land conveyed to Lloyd E. Hebbe and Pamela Hebbe, recorded in Document No. 2014098617, Official Public Records of Williamson County, Texas, for an angle point hereof;

THENCE, **S 07°22'52" W** with common boundary line of the said north remnant portion of the called 112.641 acre Terrell Timmermann Farms tract and said 37.269 acre Hebbe tract, for a distance of **1265.71 feet** to an iron rod found with cap marked "RPLS 4249" on

the southwest corner of said 37.269 acre Hebbe tract, same being on the most westerly northwest corner of the called 55.00 acre tract of land conveyed to Lloyd Hebbe and Pamela Hebbe, recorded in Document No. 2006107698, Official Public Records of Williamson County, Texas, for an angle point hereof;

THENCE, **S 07°17'38" W** with common boundary line of the said north remnant portion of the called 112.641 acre Terrell Timmermann Farms tract and said 55.00 acre Hebbe tract, for a distance of **425.45 feet** to a 1/2" iron rod found on the southeast corner of said north portion of the called 112.641 acre Terrell Timmermann Farms tract, same being on the northeast corner of said 10.00 acre save and except tract, same being on the northeast corner of the called 9.916 acre tract of land conveyed to Courtney Pineda and Pablo Cortina Pineda, recorded in Document No. 2013025419, Official Public Records of Williamson County, Texas, for the most southerly southeast corner hereof;

THENCE, **N 82°42'57" W** with common boundary line of the said north remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, said 10.00 acre Save and Except tract, and said 9.916 acre Pineda tract, for a distance of **1058.78 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the southwest corner of said north remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, same being on the northwest corner of said 9.916 acre Pineda tract, same being on the northwest corner of said 10.00 acre Save and Except tract, same being on the east right-of-way line of State Highway 95 (120' right-of-way width), for the southwest corner hereof;

THENCE, **N 07°14'15" E** with the west boundary line of said north remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, same being with said east right-of-way line of State Highway 95, passing at a distance of 292.03 feet, a concrete monument found, continuing for a total distance of **1317.14 feet** to a calculated point, for an angle point hereof, from which a 1/2" iron rod found on the northwest corner of said north remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, same being on the intersection of said east right-of-way line of State Highway 95 and said south right-of-way line of County Road 453, bears **N 07°14'15" E** for a distance of 841.85 feet;

THENCE, departing said east right-of-way line of State Highway 95, through the interior of said north remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, the following eight (8) courses and distances:

1. **S 82°45'45" E** for a distance of **257.91 feet** to a calculated point;
2. **S 58°37'52" E** for a distance of **86.36 feet** to a calculated point;
3. **S 78°49'48" E** for a distance of **394.31 feet** to a calculated point;
4. **N 14°40'43" E** for a distance of **235.91 feet** to a calculated point;
5. **N 07°41'18" E** for a distance of **222.99 feet** to a calculated point on a beginning of a curve to the left;
6. With said curve to the left an arc length of **64.61 feet**, said curve having a radius of **143.50 feet**, a delta angle of **25°47'46"** and a chord which bears **N 05°31'16" W** for a distance of **64.06 feet** to a calculated point, for the end of this curve hereof;

7. **N 18°25'09" W** for a distance of **129.52 feet** to a calculated point on a beginning of a curve to the right;
8. With said curve to the right an arc length of **151.73 feet**, said curve having a radius of **456.50 feet**, a delta angle of **19°02'37"** and a chord which bears **N 08°53'51" W** for a distance of **151.03 feet** to a calculated point, for the end of this curve hereof;

THENCE, **N 00°37'28" E** in part through the interior of said north remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, in part through the interior of said County Road 453, in part through the interior of said 137.719 acre Terrell Timmermann Farms tract, for a distance of **436.59 feet** to a calculated point on a point in said interior of the 137.719 acre Terrell Timmermann Farms tract, for an angle point hereof;

THENCE, continuing through said interior of the 137.719 acre Terrell Timmermann Farms tract, the following two (2) courses and distances:

1. **N 07°14'15" E** for a distance of **216.35 feet** to a calculated point;
2. **N 82°45'45" W** for a distance of **599.93 feet** to a calculated point on the west boundary line of said 137.719 acre Terrell Timmermann Farms tract, same being on said east right-of-way line of State Highway 95, for an angle point hereof, from which a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the southwest corner of said 137.719 acre Terrell Timmermann Farms tract, same being on the intersection of said east right-of-way line of State Highway 95 and said north right-of-way line of County Road 453, bears **S 07°14'15" W** for a distance of 479.63 feet;

THENCE, **N 07°14'15" E** with said west boundary line of the 137.719 acre Terrell Timmermann Farms tract, same being with said east right-of-way line of State Highway 95, for a distance of **2665.29 feet** to an iron rod found with cap marked "RPLS 4249" on the northwest corner of said 137.719 acre Terrell Timmermann Farms tract, same being on the southwest corner of the called 17.281 acre tract of land (Tract 2) conveyed to Real Majesty, LLC, recorded in Document No. 2018071011, Official Public Records of Williamson County, Texas, for the most westerly northwest corner hereof;

THENCE, **S 82°26'46" E** with common boundary line of the said 137.719 acre Terrell Timmermann Farms tract and said 17.281 acre Real Majesty tract, for a distance of **1138.55 feet** to an iron rod found with cap marked "RPLS 4249" on the northeast corner of said 137.719 acre Terrell Timmermann tract, same being on the southeast corner of said 17.281 acre Real Majesty tract, same being on a point in said west right-of-way line of M.K. & T. Railroad, for an angle point hereof;

THENCE, **N 68°39'37" E** through the interior of said M.K. & T. Railroad right-of-way, for a distance of **100.00 feet** to a calculated point on said east right-of-way line of M.K. & T. Railroad, same being on the west boundary line of said 65.804 acre Terrell Timmermann

Farms tract, same being on the west boundary line of said 41.517 acre Tract 2, for an angle point hereof;


THENCE, **N 21°20'23" W** with said west boundary line of said 65.804 acre Terrell Timmerman Farms tract, same being with said east right-of-way line of M.K. & T. Railroad, in part with said west boundary line of the 41.517 acre Tract 2, in part with the west boundary line of said 24.287 acre Tract 1, passing at a distance of 718.57 feet, an iron rod found with cap marked 'RPLS 4249" on the northwest corner of said 41.517 acre Tract 2, same being on the southwest corner of said 24.287 acre Tract 1, continuing for a total distance of **1428.90 feet** to an iron rod found with cap marked "RPLS 4249" on the northwest corner of said 65.804 acre Terrell Timmermann Farms tract, same being on the northwest corner of said 24.287 acre Tract 1, same being on aforementioned west boundary line of the remnant portion of the called 737.5 acre Battleground Creek tract, for the most northerly northwest corner hereof;

THENCE, **S 82°27'32" E** with the west boundary line of said 65.804 acre Terrell Timmerman Farms tract, same being with the north boundary line of said 24.287 acre Tract 1, same being with said west boundary line of the remnant portion of the called 737.5 acre Battleground Creek tract, for a distance of **1772.06 feet** to the **POINT OF BEGINNING** hereof and containing 240.68 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OF RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

A drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900



October 10, 2022

SHANE SHAFER, R.P.L.S. NO. 5281

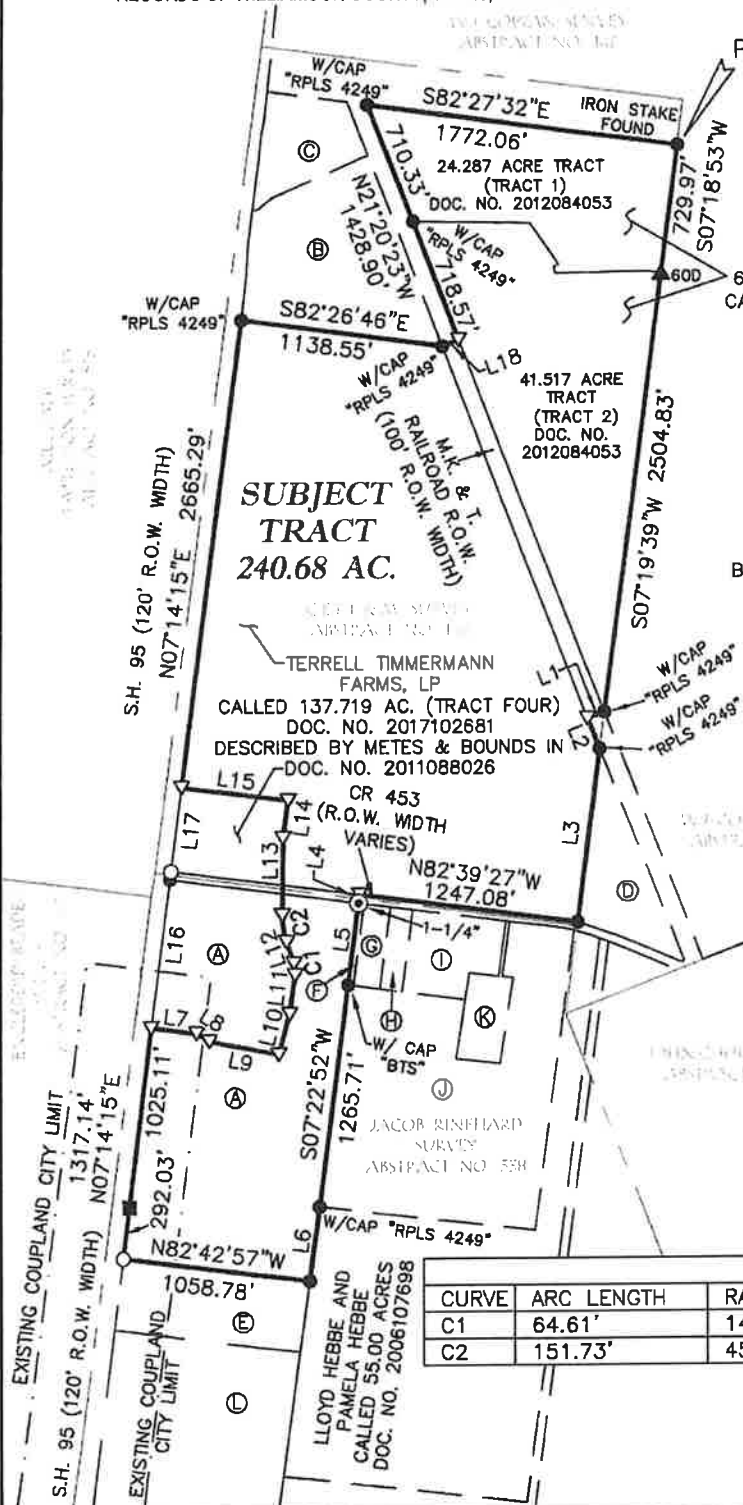
DATE



Z:\ALM ENGINEERING\SH 95-COULAND TIMMERMAN SUBDIVISION 2022-144__EXHIBITS TRACTS 1-6\TRACT 1 - MUD TIMMERMAN SH95 COULAND M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 240.68 ACRE TRACT OF LAND SITUATED IN THE C.E.P.I. & M. SURVEY, ABSTRACT NO. 153 AND THE JACOB RINEHARD SURVEY, ABSTRACT NO. 538, WILLIAMSON COUNTY, TEXAS, AND BEING A PART OF THE CALLED 137.719 ACRE TRACT OF LAND (TRACT FOUR), SAID 137.719 ACRE TRACT OF LAND BEING DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 2011088026, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE CALLED 65.804 ACRE TRACT OF LAND (TRACT FIVE), SAID 65.804 ACRE TRACT OF LAND BEING COMPRISED OF THE CALLED 24.287 ACRE TRACT OF LAND (TRACT 1) AND THE CALLED 41.517 ACRE TRACT OF LAND (TRACT 2) DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 2012084053, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE NORTH PORTION OF THE CALLED 112.641 ACRE TRACT OF LAND (TRACT ELEVEN), SAVE AND EXCEPT 10.00 ACRE TRACT OF LAND, SAID 112.641 ACRE TRACT AND 10.00 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS IN VOLUME 1839, PAGE 291, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACTS FOUR, FIVE AND ELEVEN CONVEYED TO TERRELL TIMMERMANN FARMS, LP, RECORDED IN DOCUMENT NO. 2017102681, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING PORTIONS OF THE RIGHT-OF-WAY OF M.K. & T. RAILROAD AND COUNTY ROAD 453.

SCALE: 1" = 1000'



P.O.B. BATTLEGROUND CREEK, LLC
REMNAANT PORTION OF
CALLED 737.5 ACRES
DOC. NO. 2017009684
DESCRIBED IN
VOL. 481, PG. 512

TERRELL TIMMERMANN FARMS, LP
CALLED 65.804 AC. (TRACT FIVE)
DOC. NO. 2017102681
65.804 ACRE TRACT BEING COMPRISED ON THE
CALLED 24.287 ACRE TRACT OF LAND (TRACT 1)
AND CALLED 41.517 ACRE TRACT OF LAND
(TRACT 2)
DESCRIBED BY METES & BOUNDS IN
DOC. NO. 2012084053

BATTLEGROUND CREEK, LLC
REMNAANT PORTION OF
CALLED 737.5 ACRES
DOC. NO. 2017009684
DESCRIBED IN
VOL. 481, PG. 512

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S68°39'37"W	100.00'
L2	S21°20'23"E	184.13'
L3	S07°13'03"W	991.81'
L4	S07°21'49"W	48.76'
L5	S07°21'49"W	465.42'
L6	S07°17'38"W	425.45'
L7	S82°45'45"E	257.91'
L8	S58°37'52"E	86.36'
L9	S78°49'48"E	394.31'
L10	N14°40'43"E	235.91'
L11	N07°41'18"E	222.99'
L12	N18°25'09"W	129.52'
L13	N00°37'28"E	436.59'
L14	N07°14'15"E	216.35'
L15	N82°45'45"W	599.93'
L16	N07°14'15"E	841.85'
L17	S07°14'15"W	479.63'
L18	N68°39'37"E	100.00'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	64.61'	143.50'	25°47'46"	N05°31'16"W	64.06'
C2	151.73'	456.50'	19°02'37"	N08°53'51"W	151.03'

SHEET 1 OF 2

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 240.68 ACRE TRACT OF LAND SITUATED IN THE C.E.P.I. & M. SURVEY, ABSTRACT NO. 153 AND THE JACOB RINEHARD SURVEY, ABSTRACT NO. 538, WILLIAMSON COUNTY, TEXAS, AND BEING A PART OF THE CALLED 137.719 ACRE TRACT OF LAND (TRACT FOUR), SAID 137.719 ACRE TRACT OF LAND BEING DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 2011088026, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE CALLED 65.804 ACRE TRACT OF LAND (TRACT FIVE), SAID 65.804 ACRE TRACT OF LAND BEING COMPRISED OF THE CALLED 24.287 ACRE TRACT OF LAND (TRACT 1) AND THE CALLED 41.517 ACRE TRACT OF LAND (TRACT 2) DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 2012084053, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE NORTH PORTION OF THE CALLED 112.641 ACRE TRACT OF LAND (TRACT ELEVEN), SAVE AND EXCEPT 10.00 ACRE TRACT OF LAND, SAID 112.641 ACRE TRACT AND 10.00 ACRE SAVE AND EXCEPT TRACT BEING DESCRIBED BY METES AND BOUNDS IN VOLUME 1839, PAGE 291, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACTS FOUR, FIVE AND ELEVEN CONVEYED TO TERRELL TIMMERMANN FARMS, LP, RECORDED IN DOCUMENT NO. 2017102681, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING PORTIONS OF THE RIGHT-OF-WAY OF M.K. & T. RAILROAD AND COUNTY ROAD 453.

PROPERTY INFORMATION LIST

- | | | |
|--|--|---|
| <p>Ⓐ = TERRELL TIMMERMANN FARMS, LP
NORTH REMNANT PORTION
CALLED 112.641 AC. (TRACT ELEVEN)
SAVE AND EXCEPT 10.00 ACRES
DOC. NO. 2017102681
SAID 112.641 ACRE TRACT AND
SAID 10.00 ACRE SAVE AND EXCEPT TRACT
DESCRIBED BY METES AND BOUNDS IN
VOL. 1839, PG. 291</p> <p>Ⓑ = REAL MAJESTY, LLC
CALLED 17.281 AC.
(TRACT 2)
DOC. NO. 2018071011</p> <p>Ⓒ = REAL MAJESTY, LLC
CALLED 6.022 AC.
(TRACT 1)
DOC. NO. 2018071011</p> <p>Ⓓ = AMY DOBBS AND
SALVADOR HIRACHETA
CALLED 7.06 AC.
DOC. NO. 2015014867</p> | <p>Ⓔ = COURTNEY PINEDA AND
PABLO CORTINA PINEDA
CALLED 9.916 AC.
DOC. NO. 2013025419
AND
10.00 ACRE SAVE AND
EXCEPT TRACT
DOC. NO. 2017102681</p> <p>Ⓕ = DARLENE KAYE KONARIK
REMNANT PORTION OF
CALLED 100 ACRES
DOC. NO. 9639809</p> <p>Ⓖ = WILLIAM EDMONDS AND
SIERRAH EDMONDS
CALLED 1.604 ACRES
DOC. NO. 2019038142</p> <p>Ⓗ = LOT 1, BLOCK A
MINOR PLAT OF
LOPEZ TRACT
DOC. NO. 2022066911</p> | <p>Ⓜ = JUAN JOSE MARTINEZ AND
SYLVIA KARINA CASTORENA
CALLED 5.156 ACRES
DOC. NO. 2019114941</p> <p>Ⓦ = LLOYD E. HEBBE AND
PAMELA HEBBE
CALLED 37.269 ACRES
DOC. NO. 2014098617</p> <p>Ⓨ = ERIC C. KONARIK COSTILLA
CALLED 3.00 ACRES
DOC. NO. 2015079427</p> <p>Ⓛ = TERRELL TIMMERMANN FARMS, LP
SOUTH REMNANT PORTION
CALLED 112.641 AC. (TRACT ELEVEN)
SAVE AND EXCEPT 10.00 ACRES
DOC. NO. 2017102681
SAID 112.641 ACRE TRACT AND
SAID 10.00 ACRE SAVE AND EXCEPT TRACT
DESCRIBED BY METES AND BOUNDS IN
VOL. 1839, PG. 291</p> |
|--|--|---|

GENERAL NOTES:

- 1) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM.
- 2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW ANY EASEMENTS THAT MAY AFFECT THE SUBJECT TRACT SHOWN HEREON. THIS SURVEY IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.
- 3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

LEGEND

- | | |
|--------|---|
| ● | IRON ROD FOUND |
| 60D ▲ | 60D NAIL FOUND IN FENCE POST |
| ⊙ | IRON PIPE FOUND |
| ■ | CONCRETE MONUMENT FOUND |
| ○ | 1/2" IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING" |
| ▽ | CALCULATED POINT |
| --- | APPROXIMATE SURVEY LINE |
| - - - | EXISTING COUPLAND CITY LIMIT |
| R.O.W. | RIGHT-OF-WAY |
| P.O.B. | POINT OF BEGINNING |
| BTS | BRYAN TECH SERVICES |

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OF RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

Shane Shafer
SHANE SHAFER, R.P.L.S. NO. 5281

October 10, 2022
DATE



SHEET 2 OF 2

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

METES AND BOUNDS DESCRIPTION

FOR A 40.691 ACRE TRACT OF LAND SITUATED IN THE JACOB RINEHARD SURVEY, ABSTRACT NO. 538, WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE SOUTH REMNANT PORTION OF THE CALLED 112.641 ACRE TRACT OF LAND (TRACT ELEVEN), SAVE AND EXCEPT 10.00 ACRE TRACT OF LAND, CONVEYED TO TERRELL TIMMERMAN FARM, LP, RECORDED IN DOCUMENT NO. 2017102681, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 112.641 ACRE TRACT OF LAND AND SAID 10.00 ACRE SAVE AND EXCEPT TRACT DESCRIBED BY METES AND BOUNDS IN VOLUME 1839, PAGE 291, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS . SAID 40.691 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found on the northwest corner of said south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, same being on the southwest corner of said 10.00 acre Save and Except tract, same being on the southwest corner of the called 9.916 acre tract of land conveyed to Courtney Pineda and Pablo Cortina Pineda, recorded in Document No. 2013025419, Official Public Records of Williamson County, Texas, same being on the east right-of-way line of State Highway 95 (120' right-of-way width), for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, **S 82°45'33" E** with common boundary line of the said south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, said 10.00 acre Save and Except tract, and said 9.916 acre Pineda tract, for a distance of **1057.50 feet** to a 1/2" iron rod found on the northeast corner of said south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, same being on the southeast corner of said 10.00 acre Save and Except tract, same being on the southeast corner of said 9.916 acre Pineda tract, same being on the west boundary line of the called 55.00 acre tract of land conveyed to Lloyd Hebbe and Pamela Hebbe, recorded in Document No. 2006107698, Official Public Records of Williamson County, Texas, for the northeast corner hereof;

THENCE, **S 07°24'32" W** with common boundary line of the said south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract and said 55.00 acre Hebbe tract, for a distance of **717.86 feet** to 1/2" iron rod found on the southwest corner of said 55.00 acre Hebbe tract, same being on the most westerly northwest corner of the called 15.03 acre tract of land conveyed to Lloyd E. Hebbe and wife, Pamela W. Hebbe, recorded in Document No. 2000084025, Official Public Records of Williamson County, Texas, for an angle point hereof;

THENCE, **S 07°28'43" W** with common boundary line of the said south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract and said 15.03 acre Hebbe tract, for a distance of **342.47 feet** to 1/2" iron rod found on the southwest corner of said 15.03 acre Hebbe tract, same being on the most westerly northwest corner of the called 33.000 acre tract of land conveyed to Lloyd E. Hebbe and wife, Pamela W. Hebbe, recorded in

Volume 1753, Page 335, Official Records of Williamson County, Texas, for an angle point hereof;

THENCE, **S 07°37'25" W** with common boundary line of the said south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract and said 33.000 acre Hebbe tract, for a distance of **397.55 feet** to a calculated point, for the southeast corner hereof, from which a 1/2" iron rod found on a point in said common boundary line of the south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract and the 33.000 acre Hebbe tract, bears S 07°37'25" W for a distance of 162.97 feet;

THENCE, through the interior of said south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, the following seven (7) courses and distances:

1. **N 82°33'43" W** for a distance of **25.14 feet** to a calculated point;
2. **S 66°17'34" W** for a distance of **346.56 feet** to a calculated point;
3. **S 64°19'06" W** for a distance of **91.49 feet** to a calculated point;
4. **S 42°33'07" W** for a distance of **15.43 feet** to a calculated point;
5. **S 66°05'24" W** for a distance of **78.62 feet** to a calculated point;
6. **N 79°15'51" W** for a distance of **375.80 feet** to a calculated point;
7. **N 87°34'28" W** for a distance of **19.40 feet** to a calculated point;

THENCE, **N 82°01'44" W** in part through the interior of said south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, in part with the west boundary line of said south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract and the north boundary line of the called 1.00 acre tract of land conveyed to David Bohl and Graciela Cantu, Husband and Wife, recorded in Document No. 2004045711, Official Public Records of Williamson County, Texas, passing at a distance of 12.21 feet, a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the northeast corner of said 1.00 acre Bohl/Cantu tract same being on an angle point in said west boundary line of the south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, continuing for a total distance of **247.03 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on an angle point in said west boundary of the south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, same being on the northwest corner of said 1.00 acre Bohl/Cantu tract, same being on said east right-of-way line of State Highway 95, for the southwest corner hereof


THENCE, with said west boundary line of the south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, same being with said east right-of-way line of State Highway 95, the following three (3) courses and distances:

1. **N 13°32'04" E** for a distance of **489.55 feet** to a concrete monument found on the beginning of a curve to the left;
2. With said curve to the left an arc length of **216.43 feet**, said curve having a radius of **1969.86 feet**, a delta angle of **06°17'43"** and a chord which bears **N 10°23'05" E** for a distance of **216.33 feet** to a 1/2" iron rod found, for the end of this curve hereof;
3. **N 07°14'15" E** for a distance of **1011.96 feet** to the **POINT OF BEGINNING** hereof and containing 40.691 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OF RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

A drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900



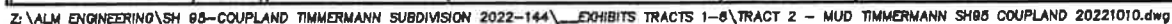
October 10, 2022

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



Z:\ALM ENGINEERING\SH 95-COULAND TIMMERMANN SUBDIVISION 2022-144__EXHIBITS TRACTS 1-6\TRACT 2 - MUD TIMMERMANN SH95 COULAND M&B.doc

1839, PAGE 291, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 40.691 ACRE TRACT OF LAND SITUATED IN THE JACOB RINEHARD SURVEY, ABSTRACT NO. 538, WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE SOUTH REMNANT PORTION OF THE CALLED 112.641 ACRE TRACT OF LAND (TRACT ELEVEN), SAVE AND EXCEPT 10.00 ACRE TRACT OF LAND, CONVEYED TO TERRELL TIMMERMANN FARMS, LP, RECORDED IN DOCUMENT NO. 2017102681, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 112.641 ACRE TRACT AND SAID 10.00 ACRE SAVE AND EXCEPT TRACT DESCRIBED BY METES AND BOUNDS IN VOLUME 1839, PAGE 291, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	216.43'	1969.86'	6°17'43"	N10°23'05"E	216.33'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N82°33'43"W	25.14'
L2	S66°17'34"W	346.56'
L3	S64°19'06"W	91.49'
L4	S42°33'07"W	15.43'
L5	S66°05'24"W	78.62'
L6	N79°15'51"W	375.80'
L7	N87°34'28"W	19.40'
L8	N82°01'44"W	247.03'
L9	N82°01'44"W	12.21'
L10	N82°01'44"W	234.82'

LEGEND

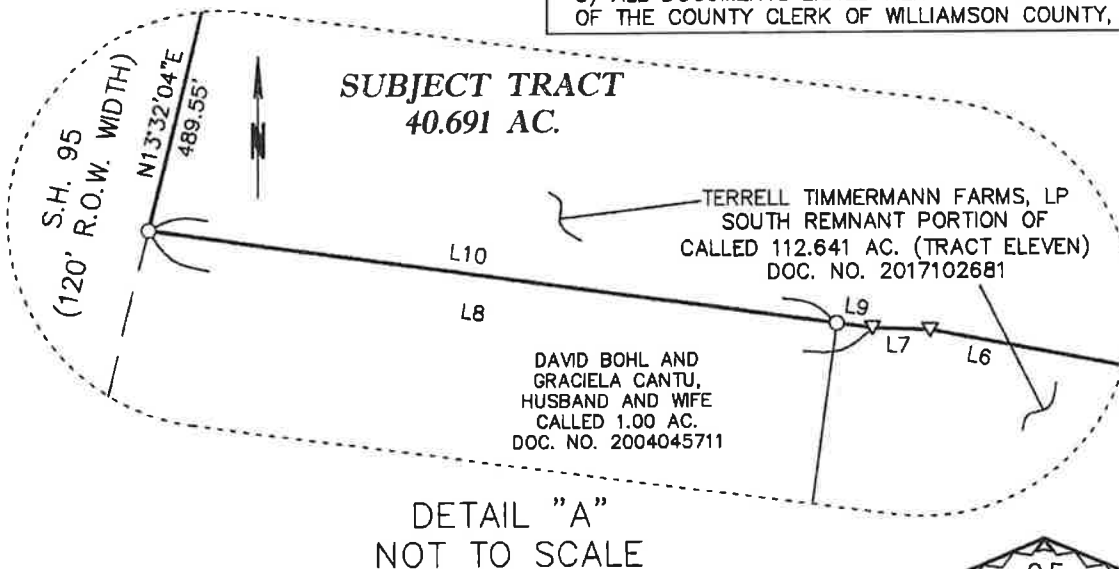
- IRON ROD FOUND
- CONCRETE MONUMENT FOUND
- 1/2" IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
- ▽ CALCULATED POINT
- — — — — APPROXIMATE SURVEY LINE
- — — — — EXISTING COUPLAND CITY LIMIT
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING

GENERAL NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM.

2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW ANY EASEMENTS THAT MAY AFFECT THE SUBJECT TRACT SHOWN HEREON. THIS SURVEY IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.

3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.



THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OF RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



SHEET 2 OF 2

Shane Shafer
SHANE SHAFER, R.P.L.S. NO. 5281

October 10, 2022
DATE

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

EXHIBIT B

Corridor Project and/or LRTP Arterial Locations

[attached]

